

REMARKS

In accordance with the foregoing no amendments have been made. Claims 1-16 are pending and under consideration. Claim 17 is new. No new matter has been added.

REJECTION OF CLAIMS 1-16 UNDER 35 U.S.C. § 112

On page 2, the Office Action rejected claims 1-16 under 35 U.S.C. § 112, second paragraph, as being indefinite. Specifically the Office Action contended that the claim language "first storage unit" and "second storage unit" in claims 1, 5, 9, 11, 13 and 15 was not clearly defined in the specification and could construe as new matter.

First, Applicants respectfully submit that the claim language was part of the original claims submitted with the Application, therefore it cannot construe as new matter.

Second, Applicants respectfully submit that the claimed first and second storage units are clearly defined in the Specification.

Claim 1 recites inter alia:

- a first storage unit;
- a processor for executing a program written in the first storage unit;
- a second storage unit for storing a plurality of encrypted programs into which a program is divided; and
- a secure module capable of performing operations of:
 - receiving the program stored in the second storage unit;
 - writing the program, which has been returned to the executable state, in the first storage unit in a sequence for the processor to execute; and
 - deleting the program, which has been executed by the processor, from the first storage unit after execution is completed,
- wherein the processor transmits the program stored in the second storage unit to the secure module.

The Specification, for example in paras. [0038]-[0039], discloses both "a RAM (memory)" (which is a type of storage unit) and a read only memory "ROM" (also a type of storage unit). The CPU executes a program written in the RAM memory. See para [0042]. The ROM memory stores the encrypted programs in a form which can be decrypted only by the secure module so that a reverse analysis cannot be made. See para. [0008].

Thus, Applicants submit that both a first storage unit and a second storage unit are clearly defined in the Specification and thus do not constitute new matter.

The “second storage unit” of claim 1 is used “for storing a plurality of encrypted programs into which a program is divided” and the “first storage unit” is where the secure module performs “writing the program, which has been returned to the executable state ... in a sequence for the processor to execute.” Then “after execution is completed,” the secure module performs “deleting the program, which has been executed by the processor, from the first storage unit.” Using two different storage units ensures the security of a computer against execution of unauthorized parties by a malicious third party.

Claims 5, 9, 11, 13 and 15 also recite “first storage unit” and “second storage unit” and thus Applicants respectfully submit that the recitation in these claims is sufficiently defined in the Specification and does not constitute new matter.

Claims 2-4, 6-8, 10, 12, 14 and 16 depend on claims 1, 5, 9, 11, 13 and 15 respectively and thus are submitted to be sufficiently defined in the Specification and not to constitute new matter.

Favorable reconsideration and a withdrawal of the rejection against claims 1-16 is respectfully requested.

SUMMARY

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

Serial No. 10/784,184

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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Date: 11/19/2007

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